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LAW OFFICE OF
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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON

LAWRENCE and FRANCINE VANDEL, No.
a marital community

Plaintiffs,

v.

GLOBE UNION GROUP, INC., a
Delaware corporation,

Defendant.

COMPLAINT FOR DAMAGES

COMES NOW plaintiff, LAWRENCE and FRANCINE VANDEL, by its attorneys, Law Office of William E. Pierson, Jr. | PC, 600 First Avenue, Suite 233, Seattle, Washington, 98104, and through William E. Pierson, Jr., and hereby presents the following claims.

I. JURISDICTION AND VENUE

1.1 This lawsuit arises out of a water leak on July 22, 2012 (hereinafter the "water leak") that damaged the single family residence located at 2109 Hansel Creek Road, USFS 7310, Peshastin, Washington 98847 (hereinafter "the Peshastin residence").

1.2 Jurisdiction in this matter is conferred on the United States District Court for the Eastern District of Washington by virtue of 28 U.S.C. § 1332(a)(1).

1 All parties to this lawsuit are citizens of different states and the amount in
2 controversy exceeds the sum of \$75,000.00, exclusive of interest and costs.

3 1.3 Venue is properly laid in the United States District Court for the
4 Eastern District of Washington by virtue of 28 U.S.C. § 1391(b)(2).

5 **II. PARTIES**

6 2.1 At all times pertinent to this lawsuit, plaintiffs, LAWRENCE and
7 FRANCINE VANDEL, were a marital community who were domiciled at 32933
8 NE 24th St., Carnation, Washington.

9 2.2 At all times pertinent to this lawsuit, defendant, GLOBE UNION
10 GROUP, INC., was a Delaware corporation whose principal place of business is
11 located at 2500 Internationale Parkway, Woodridge, Illinois 60517.

12 **III. FACTUAL BACKGROUND**

13 3.1 Defendant, GLOBE UNION GROUP, INC., develops, designs,
14 fabricates and sells water faucets at sites around the world that are eventually sold
15 in North America under the brand name "Belle Forte".

16 3.2 A Belle Forte collection two handle vessel filler, model no. N315 02
17 (hereinafter "the water faucet"), was installed in a third floor bathroom in
18 plaintiffs' Peshastin residence in 2011.

19 3.3 On June 22, 2012 the hot water valve cartridge for the water faucet
20 fractured, due to a stress corrosion crack that was initiated when the water faucet
21 was exposed to potable water, releasing water throughout the Peshastin residence.

22 3.4 No alterations to the water faucet had been made prior to the water
23 leak on June 22, 2012.
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IV. LIABILITY

First Cause of Action Against Defendant

GLOBE UNION GROUP, INC. - DEFECTIVE CONSTRUCTION

4.1 Plaintiff is properly classified as a “claimant” under RCW 7.72.010(5) for purposes of this lawsuit.

4.2 Defendant, GLOBE UNION GROUP, INC., is properly classified as a “manufacturer” under RCW 7.72.010(2) for purposes of this lawsuit.

4.3 The water faucet is properly classified as the “relevant product” for purposes of RCW 7.72.010(3).

4.4 Defendant, GLOBE UNION GROUP, INC., had a duty to manufacture products introduced into the stream of commerce in the State of Washington that were reasonably safe in their construction. RCW 7.72.030(2)(a).

4.5 Defendant, GLOBE UNION GROUP, INC., is strictly liable to plaintiffs for all harm, as defined by RCW 7.72.010(6), sustained as a result of the water leak on June 22, 2012 in that the water faucet manufactured by defendant, GLOBE UNION GROUP, INC., deviated from the design specifications and performance standards employed by defendant, GLOBE UNION GROUP, INC., for the manufacture of otherwise identical water faucets of the same product line.

4.6 The water faucet manufactured by defendant, GLOBE UNION GROUP, INC., was unsafe to an extent beyond that which would contemplated by an ordinary user. An ordinary user would not contemplate that a properly designed and manufactured water faucet would fail and allow the uncontrolled discharge of water after being exposed to potable water for one year.

Second Cause of Action Against Defendant

GLOBE UNION GROUP, INC. - DEFECTIVE DESIGN

4.7 Defendant, GLOBE UNION GROUP, INC., is strictly liable to

1 plaintiff for the injuries and damages sustained as a result of the water leak on June
2 22, 2012 since the water faucet was not reasonably safe in its design at the time it
3 left defendant's control.

4 4.8 The water faucet manufactured by defendant, GLOBE UNION
5 GROUP, INC., was unsafe to an extent beyond that which would contemplated by
6 an ordinary user. An ordinary user would not contemplate that a properly designed
7 and manufactured water faucet would fail and allow the uncontrolled discharge of
8 water after being exposed to potable water for one year.

9 **V. DAMAGES**

10 5.1 As a proximate result of the wrongful conduct of defendant, plaintiffs
11 sustained property damages in the sum of \$163,249.02 as a direct result of the
12 water leak on June 22, 2012.

13 **VI. PRAYER FOR RELIEF**

14 WHEREFORE, plaintiffs, LAWRENCE and FRANCINE VANDEL, pray
15 for judgment against defendant, GLOBE UNION GROUP, INC., as follows:

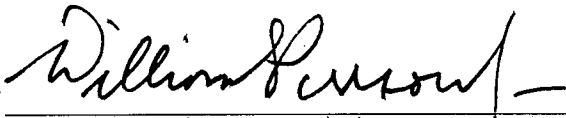
16 6.1 That plaintiffs be awarded damages in the sum of \$163,249.02 for
17 which the wrongful conduct of defendant was a proximate cause in bringing about.

18 6.2 That plaintiffs be awarded pre-judgment interest for all liquidated
19 sums of damage resulting from the water leak that damaged the plaintiffs'
20 residence on June 22, 2012.

21 6.4 For such additional relief as this Court deems just and equitable.
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1 DATED this 16th day of June, 2014.

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3 LAW OFFICE OF
4 WILLIAM E. PIERSON, JR. | PC

5 By 
6 William E. Pierson, Jr., WSBA No. 13619

7 Attorneys for Plaintiff
8 LAWRENCE and FRANCINE VANDEL
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